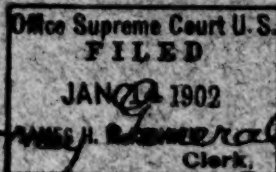


No. 98.

Sup^r Dy. of Attorney General
(Phader & Collins) for U.S.



Filed Jan. 14, 1902.

In the Supreme Court of the United States.

OCTOBER TERM, 1901.

SAMUEL MONROE AND DAVID M. RICHARDSON
late copartners, trading as Monroe & Rich-
ardson, appellants,

v.

THE UNITED STATES, APPELLEES.

No. 98.

ON APPEAL FROM THE COURT OF CLAIMS.

SUPPLEMENTAL BRIEF OF ARGUMENT ON BEHALF OF THE UNITED STATES.

In the Supreme Court of the United States.

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<i>v.</i> THE UNITED STATES, APPELLEES.	

ON APPEAL FROM THE COURT OF CLAIMS.

SUPPLEMENTAL BRIEF OF ARGUMENT ON BEHALF OF THE UNITED STATES.

Whatever reliance the appellants may place upon the *Garfield case* (93 U. S., p. 242) is clearly negatived by the fact that, under the provisions of the statute of the United States (sec. 3744, R. S.), neither the Postmaster-General nor any of the contracting officers in his Department are required to reduce their contracts to writing and have said contracts signed by the contracting parties, as in the case of the Secretaries of War, Navy, and Interior, and the officers under these Departments.

If the appellants' contention be correct, then this court erred in its decision in the case of *South Boston Iron Company v. United States*,^{118 U. S. 737} in which case the court reaffirmed the doctrine announced in *Clark's case* (95 U. S., p. 539).

In the case of *Whiteside et al. v. United States* (93 U. S., p. 254), among other things, the court announced the doctrine contended for herein, that where a contract requires the approval of a superior and that approval is not obtained, the contract is incomplete, and is in fact null and void.

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